

Exhibit A

From: 609 567 4450

03/18/2010 09:52

#287 P.001/001

Cifaloglio inc. ATTN: FRANK

PO Box 79 Landisville, NJ 08326

Service Agreement

(609) 567-4477 phone (609) 567-4450 fax

Solid, Liquid & Special Waste Management

BILLING NAME NJMP MGMT. LLC.		SERVICE NAME NEW JERSEY MOTOR SPORTS PARK		CONTRACT STATUS NRW	
STREET ADDRESS 2 EAST BROAD ST. STREET		STREET ADDRESS DIVIDING CREEK RD. & BUCKSHUTEM RD.			
CITY STATE ZIP+04 MILLVILLE NJ. 08332		CITY STATE ZIP+04 MILLVILLE NJ. 08332			
PHONE	FAX	CONTACT	PHONE	FAX	CONTACT
CREDIT CARD NUMBER					
SERVICE SPECIFICATIONS & CHARGES		SERVICE DURATION DATES		SERVICE EFFECTIVE DATE	
QTY	DESCRIPTION / COMMENTS	WASTE TYPE	FREQUENCY	PRICE	
50	STANDARD PORTO'S	WASTE	1 X WEEK CLEANING	\$18.00 EACH PER MONTH PLUS TAX	N/A
<p>Cifaloglio, Inc. ("Cifaloglio") contracts with customer for the exclusive right and obligation to collect and dispose of all its solid waste (including recyclable materials) in accordance with the terms stated herein. In consideration for such service, customer agrees to remit payments as provided herein. The term of this Agreement shall be for Sixty Months (60) months from the first date of service, continuing from month to month until completed. Customer shall pay Cifaloglio, Inc. on a monthly basis for the collection and disposal service. Cifaloglio provides (including all charges for equipment maintenance), such payment to be tendered within ten (10) days after receipt of an invoice from Cifaloglio. Cifaloglio may impose, and Customer agrees to pay, a late fee and interest for all past due payments not to exceed the maximum rate allowed by applicable law. Should any invoice remain outstanding for fifteen (15) days or longer, Customer expressly authorizes Cifaloglio to charge all such outstanding balances to the customer's credit card account listed above. Additionally, in the event that customer fails to remit any payment when due, Cifaloglio may, at its sole option and in its sole discretion, terminate this agreement upon oral or written notice to the customer and recover all past due payments, recover any equipment on the premises of the customer, and recover liquidated damages from the customer as set forth below. Resumes disposal and fuel costs constitute a significant portion of the cost of Cifaloglio, Inc.'s services provided hereunder. Customer agrees that Cifaloglio, Inc. may from time to time increase the rates hereunder to adjust for any disposal increases, increases in transportation costs, and/or costs associated with changes in location of the disposal facility. Customer agrees that Cifaloglio, Inc. may also increase the rates from time to time to adjust for increases in the Consumer Price Index, and Customer agrees that Cifaloglio, Inc. may also increase the rates from time to time to adjust for increases in the Consumer Price Index and increase in Cifaloglio, Inc.'s costs due to changes in local, state or federal rules. Customer may only increase rates for reasons other than set forth above with the consent of the Customer. Such consent may be evidenced orally, in writing or by the actions and practices of the parties. Customer represents and warrants to place only solid waste (s) into Cifaloglio's receptacle(s) and specifically agrees that it shall not place any radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic or other hazardous materials into Cifaloglio's receptacles including, but not limited to any waste listed or characterized as "hazardous" by the U.S. Environmental Protection Agency or any State agency pursuant to Resource Conservation & Recovery Act of 1976 as amended, or other applicable state law (collectively, "hazardous waste"). Customer expressly agrees to defend, indemnify, and hold Cifaloglio harmless from and against all damages, penalties, fines and liabilities resulting from or arising out of any hazardous waste placed into Cifaloglio's receptacle(s) or other equipment. Customer acknowledges and agrees that any waste receptacle or other equipment furnished by Cifaloglio shall remain Cifaloglio's property, although customer acknowledges that it has care, custody and control of the equipment and receptacles while at its premises and further accepts Cifaloglio's responsibility for all loss or damage to the equipment, receptacles or their contents. Customer agrees to use Cifaloglio equipment and receptacles only for their intended purposes, and agrees that it will not overload Cifaloglio's receptacles or move or alter its equipment. Customer shall indemnify, defend and hold Cifaloglio harmless against all claims, damages, sales penalties or liabilities for injury or death arising from Customer's use operation or possession of Cifaloglio's equipment or receptacles. Customer agrees to provide Cifaloglio unrestricted access to its waste receptacles and other equipment, and further waives any claim for damages arising from Cifaloglio's inability to access receptacles or equipment on collection days due to obstruction on Customer's premises. Customer further warrants that any right of way provided to Cifaloglio by Customer shall be sufficient to bear the weight of Cifaloglio's equipment, receptacles and vehicles, and that Customer will assume all liability for any damage to pavement, road surfaces or other Customer property arising from the use thereof. If Customer defaults or attempts to cancel Cifaloglio's services under this Agreement, Customer agrees that Cifaloglio's actual damages would be difficult, if not impossible, to calculate. Therefore, Customer agrees that in such event it shall pay all past due sums and, in addition, shall pay as liquidated damages and not as a penalty an amount equal to fifty percent (50%) of the total charges for the last full month of service and disposal, multiplied by the number of months then remaining in the term of this agreement. Additionally, if Customer fails to perform its obligations hereunder, and Cifaloglio, Inc. refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, all costs incurred by Cifaloglio as a result of such action, including, in the event permitted by law, reasonable attorney's fees. Neither party shall be liable for breach of contract or default under this Agreement if such failure to perform or delay in performance is caused by riot, strike, war, fire, or other circumstances beyond the reasonable control of either party, not including the failure of either party to manage its account. The waiver or failure of Cifaloglio to enforce any term of this Agreement shall not be construed as a continuing waiver as to the enforcement of any such provision or any other provision of this Agreement. This Agreement shall remain in full force and effect and be automatically assigned, and inure to the benefit of any party's, successors or assigns. This agreement shall be governed and construed in accordance with the laws of the State of New Jersey. The laws stated herein are enforceable. In the event that any portion or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, all remaining provisions shall remain in full force and effect.</p>					
<p>For payment use all year round. 50 PORTOS ON SITE CURRENTLY \$75.00, 22 NEW ONES TO BE INSTALLED THIS WEEK OF \$25.00.</p>					
Agreed and Accepted			Cifaloglio Inc.		
Customer's Authorized Signatory			By: <i>[Signature]</i>		
Title: <i>[Signature]</i>			Title: <i>[Signature]</i>		
Date: <i>8/26/08</i>			Date: <i>8-26-08</i>		

Cifaloglio inc.

PO Box 79 Landisville, NJ 08326

Service Agreement

Solid, Liquid & Special Waste Management

(609) 567-4477 phone (609) 567-4450 fax

F/L R/L R/O		SERVICE NAME		CONTRACT STATUS NEW	
BILLING NAME		NEW JERSEY MOTOR SPORTS PARK			
NJMP MGMT. LLC		STREET ADDRESS			
2 East Broad Street		Dividing Creek Rd. and Buckshutem Rd.			
CITY STATE ZIP/POSTAL		CITY STATE ZIP/POSTAL			
Millville NJ 08332		MILLVILLE NJ.			
CREDIT CARD NUMBER					
SERVICE SPECIFICATIONS & CHARGES		SERVICE DELIVERY DATE:		SERVICE EFFECTIVE DATE	
		7.11.08		ACCOUNT INFORMATION	
QTY		WASTE TYPE		PRICE	
DESCRIPTION / COMMENTS		FREQUENCY		Rental	
50	Standard Portable Toilet's	Waste	1 x Week Cleaning	\$85.00 Each Per Month Plus Tax	N/A

Fee
\$185⁰⁰

Cifaloglio, Inc. ("Cifaloglio") contracts with customer for the exclusive right and obligation to collect and dispose of all its solid waste (including recyclable materials) in accordance with the terms stated herein. In exchange for such service, customer agrees to remit payments as provided herein. The term of this Agreement shall be for Sixty Months (60) months from the first date of service, continuing from month to month until concluded. Customer shall pay Cifaloglio, Inc. on a monthly basis for the collection and disposal service. Cifaloglio provides (including all charges for equipment maintenance), such payment to be tendered within ten (10) days after receipt of an invoice from Cifaloglio. Cifaloglio may impose, and Customer agrees to pay, a late fee and interest for all past due payments not to exceed the maximum rate allowed by applicable law. Should any invoice remain outstanding for fifteen (15) days or longer, Customer expressly authorizes Cifaloglio to charge all such outstanding balances to the customers credit card account listed above. Additionally, in the event that customer fails to remit any payment when due, Cifaloglio may, at its sole option and in its sole discretion, terminate this agreement upon oral or written notice to the customer and recover all past due payments, recover any equipment on the premises of the customer, and recover liquidated damages from the customer as set forth below. Because disposal and fuel costs constitute a significant portion of the cost of Cifaloglio, Inc.'s services provided hereunder, Customer agrees that Cifaloglio, Inc. may from time to time increase the rates hereunder to adjust for any disposal increase, increases in transportation costs, and/or costs associated with changes in location of the disposal facility. Customer agrees that Cifaloglio, Inc. may also increase the rates from time to time to adjust for increases in the Consumer Price Index, and Customer agrees that Cifaloglio, Inc. may also pass through to Customer increases in the average weight per container yard of the Customer's Waste Materials and increases in Cifaloglio, Inc.'s costs due to changes in local, state or federal rules. Contractor may only increase rates for reasons other than set forth above with the consent of the Customer. Such consent may be evidenced verbally, in writing or by the actions and practices of the parties. Customer represents and warrants to place only solid waste (s) into Cifaloglio's receptacle(s) and specifically agrees that it shall not place any radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic or other hazardous materials into Cifaloglio's receptacles including, but not limited to any waste listed or characterized as "hazardous" by the U.S. Environmental Protection Agency or any State agency pursuant to Resource Conservation & Recovery Act of 1976 as amended, or other applicable state law (collectively, "hazardous waste") Customer expressly agrees to defend, indemnify, and hold Cifaloglio harmless from and against all damages, penalties, fines and liabilities resulting from or arising out of any hazardous waste placed into Cifaloglio's receptacle(s) or other equipment. Customer acknowledges and agrees that any waste receptacles or other equipment furnished by Cifaloglio shall remain Cifaloglio's property, although customer acknowledges that it has care, custody and control of the equipment and receptacles while at its premises and further accepts responsibility for all loss or damage to the equipment, receptacles or their contents. Customer agrees to use Cifaloglio equipment and receptacles only for their intended purposes, and agrees that it will not overload Cifaloglio's receptacles or move or alter its equipment. Customer shall indemnify, defend and hold Cifaloglio harmless against all claims, damages, suites penalties or liabilities for injury or death arising from Customer's use operation or possession of Cifaloglio's equipment or receptacles. Customer agrees to provide Cifaloglio unobstructed access to its waste receptacles and other equipment, and further waives any claim for damage arising from Cifaloglio's inability to access receptacles or equipment on collection days due to obstructions on Customer's premises. Customer further warrants that any right of way provided to Cifaloglio by Customer shall be sufficient to bear the weight of Cifaloglio's equipment, receptacles and vehicles, and that Customer will assume all liability for any damage to pavement, road surface or other Customer property arising from the use thereof. If Customer defaults or attempts to cancel Cifaloglio's services under this Agreement, Customer agrees that Cifaloglio's actual damages would be difficult, if not impossible, to calculate. Therefore, Customer agrees that in such event it shall pay all past due sums and, in addition, shall pay as liquidated damages and not as a penalty an amount equal to fifty percent (50%) of the total charges for the last full month of service and disposal, multiplied by the number of months then remaining in the term of this agreement. Damages to this unit are the responsibility of the customer. This agreement is one of two parts the 2nd part being the Portable toilet trailer. Additionally, if Customer fails to perform its obligations hereunder, and Cifaloglio, Inc. refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, all costs incurred by Cifaloglio as a result of such action, including, to the extent permitted by law, reasonable attorney's fees. Neither party shall be liable for breach of contract or default under this Agreement if such failure to perform or delay in performance is caused by riot, strike, war, fire, or other circumstances beyond the reasonable control of either party, not including the failure of either party to manage its accounts. The waiver or failure of Cifaloglio to enforce any term of this Agreement shall not be construed as a continuing waiver as to the enforcement of any such provision or any other provision of this Agreement. This Agreement shall remain in full force and effect and be automatically assigned, and inure to the benefit of any party's, successors or assigns. This agreement shall be construed and enforced in accordance with the laws of the State of New Jersey. The terms stated herein are severable. In the event that any portion or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, all remaining provisions shall remain in full force and effect.

Agreed and Accepted

Customer's Authorized Signature

Cifaloglio Inc.

By:

X

By:

Title:

X

Title:

Date

X

Date

\$70⁰⁰ per pot to clean + \$185⁰⁰ Fee 3,685 per month
73⁰⁰ per pot